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8  
9 UNITED STATES DISTRICT COURT  
10 DISTRICT OF NEVADA, SOUTHERN DIVISION  
11

12 BRISA ELIZABETH CHACON-SOLIS,

13 Plaintiffs,

14 vs.

15 STATE FARM FIRE & CASUALTY  
COMPANY; ROE INSURANCE  
16 COMPANY, DOES I through X, and ROE  
CORPORATIONS I through X,

17 Defendants.  
18

CASE NO.: 2:15-cv-00627-RFB-CWH

**STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

19 It appearing to the Court that the Plaintiff BRISA ELIZABETH CHACON-SOLIS  
20 ("Plaintiff") and Defendant STATE FARM FIRE AND CASUALTY COMPANY ("State  
21 Farm") are in agreement that State Farm possesses proprietary policies and procedures  
22 that include confidential information that may be subject to discovery in the proceedings  
23 in this matter but which should not be made available to the public generally, this Court  
24 hereby orders that:

25 1. This Confidentiality Agreement and Protective Order shall govern certain  
26 discovery and document production among the parties, as well as discovery and  
27 document production from third parties, in the above-referenced action.  
28

1           2.     For purposes of this Confidentiality Agreement and Protective Order, the  
2 term "Confidential Information" shall refer to: (1) information which any party or non-party  
3 believes in good faith to be a trade secret or confidential research, development,  
4 commercial, or other proprietary business information within the meaning of NRCP  
5 26(c)(7); and (2) documents and/or testimony that may reveal confidential, proprietary,  
6 personal, or commercially sensitive information. Such Confidential Information may be  
7 contained in any written, printed, recorded, or graphic matter of any kind and shall retain  
8 its confidential designation regardless of the medium on which it is produced, reproduced,  
9 or stored. Such Confidential Information may also be elicited at deposition or through  
10 written discovery.

11           3.     Whenever any party or non-party desires to designate information  
12 contained in a document as Confidential Information, the designating party shall mark  
13 each page of the document with the word "CONFIDENTIAL" and identify such  
14 Confidential Information at the time of production. Confidential Information may be used  
15 in the course of depositions in accordance with this Confidentiality Order.

16           4.     If any Party disagrees with the designation of materials marked  
17 "Confidential," the objecting Party shall within five (5) days of receipt of the materials,  
18 provide written notice of the disagreement to State Farm, requesting a meeting to confer  
19 with counsel for State Farm to resolve the dispute over the "Confidential" designation. If  
20 the dispute over the designation is not resolved informally between the parties, State  
21 Farm will file a motion with the Court to resolve the dispute regarding the "Confidential"  
22 designation. State Farm will have 30 days from the date in which the parties meet and  
23 confer regarding the dispute over the designation, in which to file a motion with the court  
24 regarding the designation. In any event, unless and until a Court ruling is obtained  
25 changing a designation, or the Party designating the materials as "Confidential" agrees  
26 otherwise in writing, the material involved shall be treated according to the existing  
27 "Confidential" designation.

28           5.     Transcripts or exhibits from any deposition or hearing shall be temporarily

1 designated as "Confidential" and be treated as subject to the terms of this Stipulation.  
 2 Within forty-five (45) days of receipt of such transcripts and exhibits, Counsel will  
 3 designate the pages of the transcripts or exhibits which shall remain designated as  
 4 "Confidential" and will advise all other parties. If no designation is made within forty-five  
 5 (45) days, the entire transcript and all exhibits will be deemed not confidential.

6 6. All documents produced or information disclosed and any other records  
 7 designated as "confidential" by State Farm shall be revealed only to:

- 8 a) Plaintiff;
- 9 b) Plaintiff's counsel of record in this case;
- 10 c) Defendant;
- 11 d) Defendant's counsel of record in this case;
- 12 e) Paralegals and secretarial employees under counsels' direct  
 13 supervision;
- 14 f) Outside photocopying, translating, document management, and  
 15 exhibit preparation services engaged by a party for purposes of this  
 16 litigation;
- 17 g) Persons employed by counsel to act as consultants or experts in this  
 18 action;
- 19 h) Any other person State Farm agrees in writing may be shown such  
 20 documents; and
- 21 i) The Court and court personnel, stenographic reporters, and  
 22 videographers at depositions taken in this action and any jury  
 23 empanelled in this action, subject to the protections of Paragraphs 3,  
 24 5, and 10 of this Order and to any order the Court subsequently  
 25 enters to preserve the confidentiality of documents used at trial.

26 7. The information considered as "Confidential" and disclosed only in accord  
 27 with the terms of this agreement shall include, without limitation, any claims manual,  
 28 training materials, and any other information or documentation supplied by State Farm

1 and designated as "Confidential."

2 8. Documents deemed confidential by State Farm shall be used only for the  
3 purposes of prosecuting or defending this action. Under no circumstances shall  
4 information or materials covered by this Protective Order be disclosed to or discussed  
5 with anyone other than the individuals designated in Paragraph 6.

6 9. Prior to disclosure of any documents designated as "confidential" to any  
7 individual who is not a signator to this Agreement, counsel shall require such individual to  
8 read this Protective Order and sign the Agreement which is attached hereto as Exhibit A  
9 and shall provide a copy of the signed Agreement to counsel for State Farm.

10 10. Any Court filings which contain a document or other material designated as  
11 confidential shall only be filed and submitted under seal, subject to LR 10-5.

12 11. This Order is subject to revocation and modification by Order of the Court  
13 upon written stipulation of the parties or upon motion and reasonable notice, including  
14 opportunity for hearing and presentation of evidence.

15 12. If any Party believes that it is not bound by this Order respecting documents  
16 designated "Confidential," it shall give notice to counsel for State Farm at least 30 days  
17 before the Party uses or discloses such documents in a manner prohibited by this Order,  
18 to enable State Farm to contest the intended use through a motion to the Court.

19 13. Within 30 days of the final termination of this case, all documents and  
20 information subject to this Order, including any copies or extracts or summaries thereof,  
21 or documents containing information taken therefrom, shall be returned to counsel for  
22 State Farm upon request of State Farm or its attorneys. In the alternative, within 30 days  
23 of the final termination of this case, all such documents, including copies or extracts or  
24 summaries thereof, may be shredded or disposed of in a manner to ensure the  
25 destruction thereof and a declaration certifying such destruction or disposal provided to  
26 State Farm.

27 14. In any action or proceeding to enforce this Stipulated Protective Order, or  
28 pursuant to paragraph 12, the prevailing party shall be entitled to recover its reasonable

1 attorneys' fees and costs, without limiting any other relief that may be available.

2 15. This Order shall remain in effect after the conclusion of this case and the  
3 Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

4  
5 DATED this 24 day of July, 2015.

DATED this 16th day of July 2015.

6 LEWIS BRISBOIS BISGAARD & SMITH

G. DALLAS HORTON & ASSOCIATES

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8   
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14 Las Vegas, Nevada 89119

*Attorneys for Plaintiff*

15  
16 ORDER

17 IT IS SO ORDERED.

18  
19   
20 United States Magistrate Judge

21 DATED: July 28, 2015

EXHIBIT AACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO  
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND  
PROTECTIVE ORDER

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the lawsuit captioned Brisa Elizabeth Chacon-Solis vs. State Farm Fire and Casualty Company (United States District Court, District of Nevada Case No. 2:15-cv-00627-RFB-CWH). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement and Protective Order* in the same manner as Plaintiff, Defendant, and their attorneys.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Litigation Participant - Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Occupation of Business